

REMARKS

In the above referenced Office Action, the Examiner has maintained the previous rejections and asserted that Applicant's arguments were non-persuasive. Applicant continues to traverse the merits of the rejection and incorporates by reference the previous arguments and remarks.

Claim 11, for example, requires

- 1) a web of particular fibers having a particular density;
- 2) a non-absorbent reinforcing layer attached to the web; and
- 3) the reinforcing layer having a particular density.

Despite the Examiner's assertion to the contrary, Bray fails to teach:

- 1) a non-absorbent reinforcing layer *attached to the web* and
- 2) a non absorbent reinforcing layer having a density in the range of 15-40 g/m² (Claim 11) or 20-30 g/m² (Claim 22) of a combined density of about 50 g/m² (Claim 23).

None of the cited references address these deficiencies. Accordingly, the Examiner has failed to establish a *prima facie* case of obviousness; the rejections are unsupported and must therefore be withdrawn.

Bray teaches a wound dressing that has a gel forming fabric that is "backed by and in contact with a layer of material having a superabsorbent component." Bray does teach a liquid impermeable layer which would be a reinforcing layer. However, Bray explicitly states that this is an "additional" layer. Thus, the impermeable backing is attached to the superabsorbent layer; not the gel forming fabric.

The reference states that the alginate fabric and the superabsorbent material may be separated by a liquid permeable fibrous layer. The only interpretation consistent with the remainder of the specification is that a fibrous layer is provided to contain the superabsorbent component which may be in the form of a powder rather than a fabric (page 1, lines 17 – 18). Accordingly, this material fails to meet the claimed limitation of a reinforcing material having a density in the range specified.

In addition, the Examiner states that Bray fails to teach that the impermeable layer has a density of between 15-40 g/m² (Claim 11) or 20-30 g/m² (Claim 22). The Examiner notes that alternative embodiments are disclosed within Applicant's specifications that have different

densities. While correct, this is irrelevant as the claims define the subject matter to be examined, not alternative embodiments that are outside the scope of those claims. The superabsorbent material of Bray has a higher density (50-350 g/m²) than claimed and there is no guidance provided as to the additional impermeable layer; as such, there is no teaching or suggestion to attach a web of fibers (as claimed) to a non-absorbent layer *as claimed*. Finally, Applicant respectfully notes that “non-absorbent and “liquid impermeable” do not have the same definition; do not necessarily mean the same thing; and are not interchangeable. A non-absorbent layer may or may not be liquid impermeable (e.g, a plastic sheet versus a plastic screen) and a liquid impermeable material may or may not be absorbent (e.g., a plastic sheet versus certain hydrogels which are absorbent and liquid impermeable).

CONCLUSION

Applicant respectfully asserts that the pending claims are in condition for allowance and notice of the same is respectfully requested. Should any issues remain outstanding, the Examiner is respectfully urged to telephone the undersigned. No additional fee are believed due at this time; however, the office is authorized to charge any fees actually due and credit any overpayment to deposit account 50-4439.

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Respectfully submitted,
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